

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

First Franklin Financial Corporation,

Civil File No. 07-CV-3418 (RHK/JJK)

Plaintiff,

v.

Great American Mortgage Corporation,

CONSENT JUDGMENT

Defendant.

The parties hereto have agreed to a settlement of the matters in issue between them, having executed a Settlement Agreement at the same time they signed this Consent Judgment, and have agreed to the entry of this Consent Judgment. By executing this Consent Judgment (and the Settlement Agreement), the parties both agree that they are resolving all of their claims, counterclaims, and all other potential claims that presently exist. It is, therefore, hereby **ORDERED, ADJUDGED, AND DECREED:**

1. This Court has jurisdiction over Plaintiff, the First Franklin Financial Corporation (“First Franklin”), over Defendant, Great American Mortgage Corporation (“Great American”), and over the subject matter of this action, and venue is proper.

2. First Franklin filed an action in this Court, Civil Action No. 07-CV-03418, alleging that Great American: (1) Great American breach the Mortgage Broker Agreement between it and First Franklin by allowing certain misrepresentations to be made; (2) Great American violated its duty to indemnify First Franklin against losses as expressly required by the Mortgage Broker Agreement; and (3) Great American negligently misrepresented material facts regarding certain loan transactions subject to

the Mortgage Broker Agreement.

3. First Franklin and Great American agree that settlement of these matters is in the best interests of the parties and the public, and that entry of this Settlement Agreement, as well as the attached Consent Judgment, without additional litigation, is the most appropriate means of resolving this action.

4. Great American shall pay First Franklin the sum of Twenty Thousand dollars (\$20,000) by February 1, 2009.

5. This Consent Judgment shall be binding on the parties and their successors or assigns.

6. Subject to the Settlement Agreement, each party hereto shall bear its own costs and expenses, including attorneys' fees.

7. This Court shall retain jurisdiction to enforce any violation of the terms of this Consent Judgment.

Dated this 21st of August, 2008

SO ORDERED:

s/Richard H. Kyle
The Honorable Richard H. Kyle
United States District Court Judge

By:

NEIL B. DIETERICH, P.A.

By: Neil B. Dieterich

Neil B. Dieterich
332 Minnesota Street, Suite E-1436
St. Paul, MN 55101
Telephone: 651-291-0713

*Attorney for Defendant
Great American Mortgage Corporation*

By:

DORSEY & WHITNEY LLP

By: Steven S. Benolkin

James K. Langdon (No. 0171931)
Steven S. Benolkin (No. 0386558)
Suite 1500, 50 South Sixth Street
Minneapolis, MN 55402-1498
Telephone: (612) 340-2600

*Attorneys for Plaintiff
First Franklin Financial Corporation*